

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

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EVE WEXLER

Plaintiff,

**COMPLAINT - JURY  
TRIAL DEMANDED**

v.

EQUIFAX INFORMATION SERVICES, LLC

Defendant.

-----X

Plaintiff, through her attorney, alleges as follows:

**INTRODUCTION AND BACKGROUND INFORMATION**

1. In the middle of December 2015, Plaintiff purchased a house for \$540,000 with the help of a mortgage loan designed specifically for physicians in the amount of \$486,000.

2. Prior to obtaining the loan, in or around May 2015 Plaintiff accessed her credit report with Equifax and noticed a Department of Treasury collection trade line on her report. **See Exhibit A**. In early July 2015, Plaintiff disputed this trade line.

3. In violation of the Fair Credit Reporting Act, Equifax failed to forward Plaintiff's dispute to the Department of Treasury thereby causing Plaintiff to get a rate that was higher than she should have gotten for her \$486,000 loan.

4. The Department of Treasury trade line arose because the Federal Emergency Management Agency (“FEMA”) gave, and then demanded back, approximately \$1,928 it had given Plaintiff by way of a grant.

5. The grant was given to Plaintiff because while she attended Tulane Medical School in August of 2005 she resided in New Orleans when Hurricane Katrina destroyed Plaintiff’s property.

6. Many years later FEMA claimed they had mistakenly given the money to Plaintiff (and mistakenly given money to many other Hurricane Katrina victims) and demanded the money back.

7. Plaintiff disagreed with FEMA that she was not entitled to retain the money FEMA had given her and vigorously disputed the debt in accordance with FEMA’s policy regarding disputing debts.

8. Nevertheless, after FEMA made a final determination that Plaintiff had to give the money back, Plaintiff reluctantly agreed to pay all the money back pursuant to a payment agreement in March of 2014.

9. The final payment of the payment agreement was made in September 2014.

10. When Plaintiff began to look at houses to purchase, she accessed her credit report to ensure that it was correct so that she could get the best possible terms for a loan as she knew that she was going to need a loan to buy the house.

11. She noticed on her report that FEMA by way of the Department of Treasury was reporting about Plaintiff's FEMA account as it being a paid collection with date of first major delinquency of 10/2014.

12. On or about July 7, 2015, Plaintiff disputed this trade line because she had always paid as per her agreement with FEMA and the account was not a collection account and 10/2014 is a date after Plaintiff had completely paid off the loan so it cannot be the date of the first major delinquency.

13. Indeed Equifax's own records show that the account had been paid in full in September 2014.

14. Plaintiff also disputed on July 7, 2015 in the same letter a number of other trade lines.

15. Equifax did not investigate nor forward plaintiff's dispute to the Department of Treasury as required by the Fair Credit Reporting Act.

16. Plaintiff received dispute results back from her other disputes but not from her dispute concerning the FEMA account.

#### **JURISDICTION AND VENUE**

17. This Court has jurisdiction under 15 U.S.C. § 1681(p) (FCRA).

18. Venue in this District is proper under 28 U.S.C. § 1391 because a substantial part of the events giving rise to this lawsuit occurred within this district and Equifax resides in this District.

### **PARTIES**

19. Defendant Equifax Information Services, LLC is a corporation with offices in Atlanta, Georgia and is a “consumer reporting agency” as defined by the FCRA.

20. According to Equifax’s website, <http://investor.equifax.com/> on April 6, 2016, for the twelve months ending in December 31, 2015, Equifax reported operating revenue of \$2,663,600,000 (i.e. more than \$2.5 billion).

21. Plaintiff is an individual and a consumer and resides at 1856 Berkeley Mews NE, Atlanta, GA 30329.

### **FCRA VIOLATIONS ALLEGED**

22. Plaintiff incorporates all of the above paragraphs as though fully stated herein.

23. Under the Fair Credit Reporting Act, 15 U.S.C. §1681i, Equifax is required to conduct a reasonable reinvestigation if a consumer such as plaintiff disputes the completeness or accuracy of an item on his or her credit report:

#### **§1681i. Procedure in case of disputed accuracy**

##### **(a) Reinvestigations of disputed information.**

**(1) Reinvestigation required.**

**(A) In general.** If the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly of such dispute, the agency shall reinvestigate free of charge and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer.

**(B) Extension of period to reinvestigate.** Except as provided in subparagraph (C), the 30-day period described in subparagraph (A) may be extended for not more than 15 additional days if the consumer reporting agency receives information from the consumer during that 30-day period that is relevant to the reinvestigation.

**(C) Limitations on extension of period to reinvestigate.** Subparagraph (B) shall not apply to any reinvestigation in which, during the 30-day period described in subparagraph (A), the information that is the subject of the reinvestigation is found to be inaccurate or incomplete or the consumer reporting agency determines that the information cannot be verified.

**(2) Prompt notice of dispute to furnisher of information.**

**(A) In general.** Before the expiration of the 5-business-day period beginning on the date on which a consumer reporting agency receives notice of a dispute from any consumer in accordance with paragraph (1), the agency shall provide notification of the dispute to any person who provided any item of information in dispute, at the address and in the manner established with the person. The notice shall include all relevant information regarding the dispute that the agency has received from the consumer.

**(B) Provision of other information from consumer.** The consumer reporting agency shall promptly provide to the person who provided the information in dispute all relevant information regarding the dispute that is received by the agency from the consumer after the period referred to in subparagraph (A) and before the end of the period referred to in paragraph (1)(A). . . .

**(4) Consideration of consumer information.** In conducting any reinvestigation under paragraph (1) with respect to disputed information in the file of any consumer, the consumer reporting agency shall review and consider all relevant information submitted by the

**consumer in the period described in paragraph (1)(A) with respect to such disputed information.**

**(5) Treatment of inaccurate or unverifiable information.**

**(A) In general. If, after any reinvestigation under paragraph (1) of any information disputed by a consumer, an item of the information is found to be inaccurate or incomplete or cannot be verified, the consumer reporting agency shall promptly delete that item of information from the consumer's file or modify that item of information, as appropriate, based on the results of the reinvestigation. .**

24. Plaintiff sent a dispute letter to Equifax on or about July 7, 2015 disputing the completeness and accuracy of her file. The contents of the first page of that letter are attached as **Exhibit B**.

25. Equifax responded to the letter by sending Plaintiff a dispute results letter. This letter is attached as **Exhibit C** to the Complaint. Notably, the letter does not inform Plaintiff that the dispute about the Department of Treasury was investigated. Plaintiff received no other letters advising her that her Department of Treasury dispute was investigated by Equifax or forwarded by Equifax to the Department of Treasury.

26. Equifax violated 1681i of the FCRA because: 1) Equifax failed to delete or conduct an investigation of the Department of Treasury trade line; 2) Equifax failed to forward all relevant information from Plaintiff's dispute to the Department of Treasury; 3) failed to delete the Department of Treasury trade line when it couldn't be verified.

27. Under the Fair Credit Reporting Act, 15 U.S.C. §1681e, Equifax is required to follow reasonable procedures to assure maximum possible accuracy when it issues a credit report. Section 1681e provides:

**§ 1681e. Compliance procedures**

**(b) Accuracy of report**

**Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.**

28. All of the factual allegations outlined above demonstrate that Equifax willfully, knowingly, recklessly and/or negligently failed to follow reasonable procedures to assure maximum possible accuracy when it sold Plaintiff's credit information to potential lenders containing the false department of treasury account.

29. At all times relevant hereto, Equifax was acting through their agents, servants and/or employees who were acting within the scope of their employment or agency, or both, and under the direct supervision of Equifax.

30. Equifax's unlawful conduct proximately caused Plaintiff actual damages, including but not limited to: harm to credit reputation; unfavorable credit terms; reduction in credit score; emotional distress and mental anguish; out-of-pocket expenses; and time.

31. Plaintiff is entitled to damages pursuant to 15 U.S.C. §1681n and/or §1681o from Equifax to be determined by a jury.

WHEREFORE, plaintiff requests that the Court enter judgment in his favor and against Equifax for:

- (1) Appropriate actual, punitive and statutory damages;
- (2) Litigation expenses, Attorney's fees and costs of suit;
- (3) Such other or further relief as the Court deems proper.

Dated: Decatur, GA  
April 7, 2016

/s/ *Shimshon Wexler*  
The law Offices of Shimshon Wexler, PC  
Georgia Bar No. 436163  
315 W Ponce de Leon Ave Suite 250  
Decatur, GA 30030  
212-760-2400

917-512-6132 (fax)  
[swexleresq@gmail.com](mailto:swexleresq@gmail.com)

**JURY DEMAND**

Plaintiff demands trial by jury.

/s/ *Shimshon Wexler*

# **EXHIBIT A**

	10/2013	09/2013	08/2013	N/A	N/A	N/A
Balance	6000	6000	6000			
Scheduled Payment Amount						
Actual Payment Amount						
Date of Last Payment	06/2013	06/2013	06/2013			
High Credit	6000	6000	6000			
Credit Limit						
Amount Past Due	0	0	0			
Type of Loan	Education Loan	Education Loan	Education Loan			
Activity Designator						
Comments	Student loan - payment deferred	Student loan - payment deferred	Student loan - payment deferred			

## Closed Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Status	Credit Limit
DEPARTMENT OF TREASU	2014086XXXX	03/21/2014	\$0	10/28/2014			

### US DEPT OF THE TREASURY

Dms-Credit Bureau Reportin  
PO Box 830794  
Birmingham , AL-352830794

Account Number:	2014086XXXX	Current Status:	
Account Owner:	Individual Account.	High Credit:	\$ 1,928
Type of Account :	Open	Credit Limit:	
Term Duration:		Terms Frequency:	
Date Opened:	03/21/2014	Balance:	\$ 0
Date Reported:	10/28/2014	Amount Past Due:	
Date of Last Payment:	09/2014	Actual Payment Amount:	

Scheduled Payment Amount:		Date of Last Activity:	N/A
Date Major Delinquency First Reported:	10/2014	Months Reviewed:	6
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Govt Grant
Date of First Delinquency:	09/2014		
Comments:	Paid collection		

### 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014			*	*	*	*	*	*	*			

### Historical Account Information

	N/A	N/A	N/A	N/A	N/A	N/A
Balance						
Scheduled Payment Amount						
Actual Payment Amount						
Date of Last Payment						
High Credit						
Credit Limit						
Amount Past Due						
Type of Loan						
Activity Designator						
Comments						

	10/2014	09/2014	08/2014	07/2014	N/A	05/2014
Balance	0	0	219	295		449

Scheduled Payment Amount	100	100	100	100	100
Actual Payment Amount	300	100	100		
Date of Last Payment	09/2014	09/2014	08/2014	07/2014	
High Credit	1928	1928	1928	1928	1928
Credit Limit					
Amount Past Due					
Type of Loan	Govt Grant	Govt Grant	Govt Grant	Govt Grant	Govt Grant
Activity Designator					
Comments	Paid collection				

	N/A	N/A	N/A	N/A	N/A	N/A
Balance						
Scheduled Payment Amount						
Actual Payment Amount						
Date of Last Payment						
High Credit						
Credit Limit						
Amount Past Due						
Type of Loan						
Activity Designator						
Comments						

	N/A	N/A	N/A	N/A	N/A	N/A
Balance						

Scheduled Payment Amount				
Actual Payment Amount				
Date of Last Payment				
High Credit				
Credit Limit				
Amount Past Due				
Type of Loan				
Activity Designator				
Comments				

XPRESS LOAN SERVICIN 4947258686EG0XXXX 07/29/2007 \$0 10/29/2012 PAYS AS AGREED

### XLS/EFR

Slx-Student Loans  
1 Cit Dr  
Livingston , NJ-070395703  
(973) 597-2159

Account Number:	4947258686EG0XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$ 34,225
Type of Account :	Installment	Credit Limit:	
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	07/29/2007	Balance:	\$ 0
Date Reported:	10/29/2012	Amount Past Due:	
Date of Last Payment:	02/2011	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	10/2009
Date Major Delinquency First Reported:		Months Reviewed:	37
Creditor Classification:		Activity Description:	Transfer/Sold
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	02/2011	Type of Loan:	Education Loan

# **EXHIBIT B**

*Eve Oster Wexler*  
1411 Dalewood Dr NE  
Atlanta, GA 30329  
DOB ~~REDACTED~~  
SS# ~~REDACTED~~  
Tel (646)549-0000  
[evieal@gmail.com](mailto:evieal@gmail.com)

July 7, 2015

Via Certified Mail Return Receipt Requested

Re: My Credit Report with Equifax

Dear Equifax:

Enclosed please find 2 pages of my credit report showing 2 accounts with KY Higher Ed St Loan Corp. I do not have these accounts. It should be deleted. These accounts are showing deferred but this is incorrect. I do not have these accounts.

Also, I have enclosed an account with the Department of Treasury. This account stems from a grant which was given to me by the government after Hurricane Katrina in New Orleans. Many years after the hurricane, I was told that I was ineligible for the grant and had to return the money. In March of 2014, I agreed to a payment plan with the Department of Treasury and I was never late with any of the payments yet my credit report says that this is a paid collection in the comments. It is not a paid collection because I always paid as agreed. It was never turned over to collections. Also it shows date of first delinquency as 9/2014- this is false. I was never delinquent and paid off the entire account in 9/2014—this can be seen from your own monthly account history showing a zero balance in 9/2014. Lastly, it shows date major delinquency first reported as 10/2014, as already stated, this account was fully paid off in 09/2014. Your own account history shows this.

Please call me with any questions.

Thank you,

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Eve Wexler

# **EXHIBIT C**



**KY Higher Ed St Loan Corp** **PO Box 24328 Louisville KY 40224-0328** : (800) 693-8220  
 Account Number **876\*** Date Opened **07/01/2005** High Credit **\$17,834** Credit Limit **\$0** Terms Duration **240 Months** Terms Frequency **Monthly** Months Revd **22** Activity Designator **Transfer/Sold** Creditor Classification  
 Item # As of Date of Last Payment Date of Delinquency Date of 1st Last Activity Date Mdl. Charge Off Deferred Pay Balloon Pay Balloon Pay Date Closed Date  
 Date Reported Balance Amount Past Due Payment Amount Payment Amount Del. 1st Rptd Amount Start Date Amount Pay Date  
**07/16/2015** **\$0** **\$0** **\$0** **05/2008** **\$0** **\$0**  
 Status - Pays As Agreed; Type of Account - Installment; Type of Loan - Education Loan; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Transferred or  
 Sold; Student Loan;

>>> **We have researched the credit account. Account provided from the original source regarding this item. Louisville KY 40224-0328 Phone: (800) 693-8220**

>>> **We have researched the credit account. Account # - 876\*** **The results are:** We verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **KY Higher Ed St Loan Corp, PO Box 24328 Louisville KY 40224-0328 Phone: (800) 693-8220**

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**KY Higher Ed St Loan Corp** PO Box 24328 Louisville KY 40224-0328 : (800) 693-8220

Account Number	Date Opened	High Credit Limit	Credit Limit	Terms Duration	Terms Frequency	Months Rcvd	Activity Designator	Creditor Classification	
876*	02/01/2007	\$15,000	\$0	240 Months	Monthly	22	Transfer/Sold		
Items As of Date Reported	Balance	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Mat. Del. 1st Rprd Amount	Charge Off
07/16/2015	\$0	\$0	\$0	\$0	\$0	05/2008	\$0	\$0	
Status - Pays As Agreed; Type of Account - Installment; Type of Loan - Education Loan; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Transfer/Rec Sold; Student Loan;									

>>> **We have researched the credit account. Account # - 4241752\*** **The results are:** This item has been deleted from the credit file. If you have additional questions about this item please contact: **KY Higher Ed St Loan Corp, PO Box 24328, Louisville KY 40224-0328 Phone: (800) 693-8220**

DCU  
*Notice to Consumers*

**A. Description of the Procedure** You may request a description of the procedure used to determine the accuracy and completeness of the information, including the business name and address of the furnisher of information contacted, and if reasonably available the telephone number.

If the reinvestigation does not resolve your dispute, you have the right to add a statement to your credit file disputing the accuracy or completeness of the information; the statement should be brief and may be limited to not more than one hundred words (two hundred words for Maine residents) explaining the nature of your dispute.

**131-LN** If the reinvestigation results in the deletion of disputed information, or you submit a statement in accordance with the preceding paragraph, you have the right to request that we send your revised credit file to any company specifically designated by you that received your credit report in the past six months (twelve months for California, Colorado, Maryland, New Jersey and New York residents) for any purpose or in the past two years for employment purposes.

(End Of Report)